

General Terms and Conditions

(as of 05.10.2016)

1. Scope and application

1.1 The Nano-antibody Service Facility is a research and technology platform of the University of Zurich (hereinafter "NSF"). These General Terms and Conditions ("GTC") apply to all services that NSF provides. The nature and the scope of the services and the contractual performance are also governed by specific terms and conditions as further described on the NSF's homepage for standard services as well as in individual quotes for customized services (hereinafter each referred to as "Offer" and the services contained therein as the "Services").

1.2 By placing an order that references an Offer ("Work Order") the customer accepts the terms and conditions of the Offer and the GTC. In the event of inconsistencies, the GTC shall take precedence over the Work Order, unless expressly stated and agreed otherwise in the Work Order.

1.3 Any changes and amendments to a Work Order in particular but not limited to the scope of the Services and the prices must be agreed upon via written means as requested by NSF.

2. Service Provision by NSF

2.1 NSF shall perform the Services to the best of its scientific knowledge exercising due care and according to the applicable laws. Any delivery dates contained in an Offer are estimates only and shall not give rise to any claim.

2.2 NSF will provide the Service Results (as defined in Section 5) to the customer as agreed with the customer. Upon the provision of the Service Results to the customer, NSF only guarantees the storage of data contained in Service Results, if any, for a time period of six (6) months.

2.3 Risk of loss and damage of the Service Results shall pass to the customer at the place of performance at NSF's premises.

2.4 NSF may engage third parties for the rendering of the Services. NSF will inform the customer accordingly.

3. Supply of Material by the customer & Quality Control by NSF

3.1 The customer shall provide NSF promptly with i) all data, materials, samples or test articles etc. ("Material") in the quantities and qualities as agreed in the Work Order or as required by NSF and ii) all information needed by NSF for the proper and safe performance of the Services such as but not limited to any potential hazards, specific handling or storing requests with regard to the Material, if any.

3.2 The Material will be run through a formal quality and quantity testing and acceptance process ("Quality Control") by NSF. If the Material is deemed not to be of sufficient quality or contains other deficiencies likely to adversely affect the performance of the Services, NSF will inform the customer in writing. Upon receipt of such notice the customer will have to decide whether i) NSF shall proceed with the performance of the Services with said Material

at the customer's own risk, ii) to send additional or another Material for Quality Control to be charged at the then-current NSF rates or iii) to cancel the Work Order. If the customer does not reply within the time period set by NSF, the Work Order is terminated. In such event, the customer shall bear all costs reasonably incurred by NSF in relation to the Services up to the date of termination.

3.3 The customer represents and warrants: i) compliance with all applicable laws and regulations with regard to the collection, anonymisation, labeling, handling, storing, packaging and shipment of the Material ii) that all consents and authorization required by law have been secured iii) that no applicable laws, regulations or third party rights will be violated by the provision of the Material to NSF.

3.4 At the time of the provision of the Materials to NSF, the customer shall expressly instruct NSF whether any Material remaining after the completion of the Services, if any, shall be destroyed or returned to the customer. Failing such instructions NSF shall be entitled to destroy or use the Material as it sees fit after the performance of the Services.

4. Confidentiality

4.1 "Confidential Information" means all information that one party discloses to the other party for the performance of a Work Order and that is clearly identified and marked as "confidential" prior to or at the time of disclosure. Confidential Information does not include information that the recipient can demonstrate (i) he already knew (ii) became public through no fault of the recipient (iii) he developed independently of the Confidential Information (iv) was lawfully given to the recipient by a third party (v) is required to be disclosed by law. If Confidential Information is communicated in a non-written form, such Confidential Information must be reduced to writing by the disclosing party within ten (10) days.

4.2 The parties shall undertake all economically reasonable measures to ensure the protection of the Confidential Information to unauthorized parties and shall bind engaged third parties with respective agreements.

4.3 The confidentiality obligation ends five (5) years after termination or expiry of the Work Order.

5. Intellectual Property Rights

5.1 The customer owns the rights in and to the results as ordered in the respective Work Order and obtained by NSF while using the Materials to carry out the Services, such as results of the tests, measurements, data sets, reports, including any intellectual property rights pertaining thereto ("Service Results").

5.2 NSF owns and retains the rights in and to all other results including any intellectual property rights pertaining thereto such as but not limited to methods, tools, know-how, software, hardware, models used, developed or improved in the course of the performance of the Services ("NSF IPR").

5.3 Nothing in a Work Order shall restrict NSF in its use of its NSF IPR or its expertise, know-how and skill at any time. If, however, the use of the Service Results is dependent on NSF IPR, NSF agrees to grant the customer a non-exclusive, royalty-free, non-sublicensable

license to the NSF IPR, for the sole purpose of implementing the Service Results within its field of use, if NSF is entitled to grant such license.

6. Use of NSF's Infrastructure

If the nature and the scope of the Services require the customer's access to the NSF infrastructure, the customer must comply with all applicable guidelines, regulations and policies (e.g. user and security guidelines, data policy and confidentiality provisions) contained or referenced in NSF's Offer.

7. Publication and Publicity

Any reference or use of NSF's, the University of Zurich's name, logo, trademark, or respective institutes', laboratories' or researchers' name in the context of publications, publicity and advertisement is subject to the prior written consent by NSF and may be subject to a fee. NSF shall only publish Service Results after prior agreement with customer.

8. Compensation

8.1 The price contained in the Work Order covers all work necessary for the performance of the Services, is payable in Swiss Francs (CHF) and is exclusive of any Swiss VAT, if applicable. Any additional costs and expenses (e.g. out-of-pocket, packaging, shipping or insurance expenses, levies, and customs) necessarily incurred by NSF in the performance of the Services shall be borne by the customer and are not included in the price. If the fundamentals or preconditions provided by customer and based upon which NSF offered its Services change, NSF is entitled to adjust the agreed price to cover the additional work and expenses, if any, or to rescind the Work Order at its option.

8.2 The remuneration is due according to the payment schedule in the Work Order or in the absence of a payment schedule after the provision of the Services. The customer shall pay the invoices within thirty (30) days upon receipt. If the customer did not raise any justified objections regarding the invoice within ten (10) days from its receipt, the invoice shall be deemed accepted by the customer. Upon expiry of the payment period, customer is immediately considered to be in default as of the date of the receipt of a respective reminder from NSF. In this case, NSF is entitled to, and may additionally charge a default interest rate of up to three (3) percent above the statutory default interest rate on the amount due plus a delayed payment handling fee of CHF 30.—. Any offsetting by customer is not permitted.

9. Warranty and Liability

9.1 All Service Results provided by NSF to the customer are provided AS IS. NSF makes no warranties or representations regarding the Service Results, neither express nor implied, including but not limited to warranties of originality, accuracy, correctness, merchantability, completeness, fitness for a particular purpose or non-infringement of third party rights.

9.2 NSF, along with its auxiliary persons including but not limited to consultants, students, agents, subcontractors (hereinafter "Auxiliary Personnel") shall not assume liability for any force majeure events or any damages, including but not limited to any indirect or consequential loss or similar damage (e.g. loss of profit, revenue, data, reputation or loss of contracts, other costs and expenses) suffered in connection with a Work Order or the Service Results. Notwithstanding the foregoing, the limitations and exclusions of NSF's

liability do not apply in cases of wilful intent or of gross negligence and are subject to mandatory provisions of law.

9.3 The customer shall bear sole responsibility for the use and the commercialization of products or services based on the Services and the Service Results and shall, to the fullest extent permitted by the applicable law, defend, indemnify and hold NSF along with its Auxiliary Personnel harmless against any third party claims which are based thereon.

10. Term and Termination

10.1 A Work Order enters into force upon NSF's receipt of a duly signed Work Order by the customer. The Work Order shall have effect either on the date stipulated in the Work Order or the date NSF started the performance of the Work Order, whichever occurs first ("Effective Date").

10.2 A Work Order may be revoked or terminated in writing by either party at any time. The work performed until termination of the Work Order shall be compensated. Claims for damages due to untimely termination of a Work Order remain reserved, but are excluded for loss of profit.

10.3 Following termination or expiry of a Work Order any Confidential Information shall be deleted or destroyed, as the case may be, unless expressly instructed otherwise by the providing Party. The provisions which, by their nature, are intended to survive the expiry or termination of the Work Order shall continue to apply.

11. Applicable Law and Jurisdiction

Each Work Order shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). The sole place of jurisdiction for any dispute arising from, or in connection with, the Work Order shall be exclusively the court of the city of Zurich.